

IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TABLE OF CONTENTS

L.1	INTRODUCTION/BACKGROUND	3
L.2	FAR 52.216-1, TYPE OF CONTRACT (APR 1984)	3
L.3	PRE-AWARD SURVEY	3
L.4	DEAR 952.204-73, FACILITY CLEARANCE (MAY 2002)	3
L.5	EXPENSES RELATED TO OFFEROR SUBMISSION AND COMMITMENT OF PUBLIC FUNDS	6
L.6	AMENDMENT OF THE SOLICITATION	7
L.7	ALTERNATIVE PROPOSAL INFORMATION	7
L.8	FALSE STATEMENTS	7
L.9	NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS	7
L.10	CONTENT OF RESULTING CONTRACT	7
L.11	FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	7
L.12	PRE-PROPOSAL CONFERENCE	8
L.13	ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION	8
L.14	QUESTIONS ON SOLICITATION	9
L.15	PROPOSAL DELIVERY AND PACKAGE MARKINGS	9
L.16	PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION	10
L.17	PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS	14
L.18	PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL	17

L.19	PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, COST AND FEE PROPOSAL	24
L.20	AVAILABILITY OF REFERENCED DOCUMENTS.....	34
L.21	CONTACTS REGARDING FUTURE EMPLOYMENT	34
L.22	POST-AWARD PUBLIC COMMUNICATIONS EXECUTIVE SUMMARY.....	35
L.23	FAR 52.222-5, DAVIS-BACON ACT – SECONDARY SITE OF THE WORK (JULY 2005)	35
L.24	FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/DEAR 952.233-2, SERVICE OF PROTEST	35
L.25	FAR 52.234-3, NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST AWARD IBR (JUL 2006)	36
	Attachment L-1, Small Disadvantaged Business Participation Program Targets Form.....	38
	Attachment L-2, List of Key Personnel.....	40
	Attachment L-3, Performance Guarantee Agreement	41
	Attachment L-4, Key Personnel Standard Resume Format.....	43
	Attachment L-5, Offeror Past-Performance Reference Information Worksheet and Questionnaire	44
	Attachment L- 6, ESH&Q Past Performance Indicators.....	49
	Attachment L- 7, Cost Spreadsheets	53
	Attachment L-8, Cost Spreadsheets	54
	Attachment L- 9, Cost Spreadsheets	55

L.1 INTRODUCTION/BACKGROUND

This is a solicitation for the D&D Project at the U.S. Department of Energy (DOE) Portsmouth Site.

The offeror shall provide written proposal information and oral presentations in a manner that clearly demonstrates its strategy and approach, and provides clear connectivity and traceability within and between its Technical and Management, and Cost and Fee Proposals.

L.2 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a performance-based cost-plus-award-fee contract resulting from this solicitation.

L.3 PRE-AWARD SURVEY

DOE may conduct pre-award surveys in accordance with FAR Subpart 9.106, Pre-Award Surveys and may solicit from available sources, any relevant information including the offeror's record of past performance. The Government may use this information in making determinations of contractor responsibility.

L.4 DEAR 952.204-73, FACILITY CLEARANCE (MAY 2002)

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

- (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the contractor organization and access authorizations (security clearances) for contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.
- (2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

- (1) Foreign Interest means any of the following:
 - (i) A foreign government, foreign government agency, or representative of a foreign government;
 - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
 - (iii) Any person who is not a citizen or national of the United States.
- (2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

- (c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all contractors or subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:
- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
 - (2) A contract or proposed contract containing the appropriate security clauses;
 - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
 - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
 - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
 - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
 - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

**NOTICE TO OFFERORS - CONTENTS REVIEW
(PLEASE REVIEW BEFORE SUBMITTING)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

L.5 EXPENSES RELATED TO OFFEROR SUBMISSION AND COMMITMENT OF PUBLIC FUNDS

The Contracting Officer (CO) is the only individual who can legally commit the Government to the expenditure of public funds. Any other commitment, either explicit or implied, is invalid. This solicitation does not commit the Government to pay any costs incurred in the preparation or submission of any proposal or offer or to procure or contract for services.

L.6 AMENDMENT OF THE SOLICITATION

The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.7 ALTERNATIVE PROPOSAL INFORMATION

Alternative proposals will not be evaluated.

L.8 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 United States Code (USC) 1001, Fraud and False Statements.

L.9 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS

Offerors are notified that DOE may employ non-federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to this solicitation. All such non-federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. See the Section K clause entitled, Agreement to Use of Non-federal Evaluators.

L.10 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I—The Schedule, Part II—Contract Clauses, Part III, Section J—List of Documents, Exhibits, and Other Attachments, and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors.

L.11 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://acquisition.gov/comp/far/index.html>
<http://professionals.pr.doe.gov/>

The following solicitation provisions are incorporated by reference:

Provision No.	FAR/DEAR Reference	Title
L.11a	FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004), Alternate I (OCT 1997)
L.11b	FAR 52.219-24	Small Disadvantaged Business Participation Program – Targets (OCT 2000)
L.11c	FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
L.11d	FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.11e	FAR 52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
L.11f	FAR 52.237-1	Site Visit (APR 1984)
L.11g	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)
L.11h	DEAR 952.233-4	Notice of Protest File Availability (SEP 1996)
L.11i	DEAR 952.233-5	Agency Protest Review (SEP 1996)
L.11j	DEAR 970.5227-7	Royalty Information (DEC 2000)
L.11k	DEAR 970.5227-9	Notice of Right to Request Patent Waiver (DEC 2000)

L.12 PRE-PROPOSAL CONFERENCE AND SITE VISITS

A pre-proposal conference is not contemplated. DOE will schedule pre-proposal site visit(s).

L.13 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and minimizing acquisition process costs, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments to the public. The solicitation and any amendments will be posted on the DOE e-Center Industry Interactive Procurement System (IIPS) at:

<http://www.pr.doe.gov/>

The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from the agency regarding this solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.14 QUESTIONS ON SOLICITATION

Offerors may submit questions regarding the solicitation by e-mail to the CO at PortsmouthM&I@emcbc.doe.gov or by using the link to this mailbox on the Portsmouth M&I website:

<http://www.emcbc.doe.gov/Portsmouth%20M&I/index.html>

Questions and answers will be posted on a periodic basis. DOE may group or paraphrase questions and answers. Questions submitted after TBD, may not be answered and may not be a basis for amending this solicitation.

L.15 PROPOSAL DELIVERY AND PACKAGE MARKINGS

In addition to submitting proposals through the Industry Interactive Procurement System (IIPS), all envelopes or packages shall be marked with this notice:

TO BE OPENED BY THE CONTRACTING OFFICER FOR
SOLICITATION NO. DE-RP30-09CC40017

NOTICE TO RECIPIENT:
THIS IS A PROPOSAL UNDER RFP DE-RP30-09CC40017
THE DATE AND TIME OF RECEIPT IS TO BE
LOGGED AND MARKED ON THIS PACKAGE

Mailed (U. S. Mail) proposals shall be marked as follows:

FROM: _____

SEND TO:
U.S. Department of Energy
175 Tri-County Parkway, Suite D-1
Springdale, OH 45246

Solicitation No. DE-RP30-09CC40017
Due Date: _____
(Attention: Lisa Rawls)

Next Day Delivery (e.g., U. S. Postal Service Express Mail or commercial couriers) proposals shall be marked as follows:

FROM: _____

SEND TO:

U.S. Department of Energy
175 Tri-County Parkway, Suite D-1
Springdale, OH 45246

Solicitation No. DE-RP30-09CC40017

Due Date: _____

(Attention: Lisa Rawls)

Hand carried proposals shall be marked as follows:

FROM: _____

HAND CARRY TO:

U.S. Department of Energy
175 Tri-County Parkway, Suite D-1
Springdale, OH 45246

Solicitation No. DE-RP30-09CC40017

Due Date: _____

(Attention: Lisa Rawls)

Note: Offerors hand carrying proposals to the above address must telephone the CO, or the individual listed below, one (1) business day in advance to arrange delivery:

Lisa Rawls - (513) 246-0059

- (a) If the offeror transmits its offer by means other than the U.S. Mail, the offeror assumes the full responsibility of ensuring that the offer is received at the place and by the date and time specified in this solicitation. Facsimile offers will not be accepted.
- (b) Hand carried package(s) may only be delivered during the hours of 8:00 a.m. to 4:00 p.m. local time on federal workdays. Delivery to any location other than that specified herein is unacceptable.

L.16 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION

- (a) This solicitation requires offerors to participate in an oral presentation and to submit written proposal information.
- (b) Offerors must submit an e-mail Notice of Intent to Offer to the CO as per Block 10 of the SF 33, within 10 days from release of the RFP. The Notice of Intent to Offer shall contain known offeror information (e.g., teaming members, and major subcontractors) and appropriate contact information.

- (c) Oral presentations are tentatively scheduled for two to three weeks following receipt of proposals. Each offeror will receive further scheduling and logistical instructions upon receipt of proposals.
- (d) Oral presentation and written proposal information will be used in the evaluation process described in Section M, Evaluation Criteria. Oral presentation and written proposal information requirements are described in Provisions L.16, L.17, L.18, and L.19.
- (e) Proposal Page Specifications, Instructions and Volume Requirements.
 - (1) The Original and copies number 1 and 2 of the proposal shall contain signed originals of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.
 - (2) Signed Contract – Solicitation, Offer, and Award (Standard Form [SF] 33, page 1 of the solicitation) shall be fully executed and used as the first page of each copy of Volume I, Offer and Other Documents.
 - (3) Acceptance Period – the acceptance period entered on SF 33 by the offeror shall not be less than 300 days, which shall apply if no longer period is offered.
 - (4) Signature Authority – the person signing the SF 33 must have the authority to commit the offeror to all provisions in the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
 - (5) By signing SF 33, the offeror agrees to accept the contract (Sections A through K of this solicitation, as amended) as written. Any exceptions or deviations to the terms and conditions of this contract may make the offer unacceptable for award. If an offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the contract.
 - (6) Proposals are expected to conform to all solicitation provisions and be prepared in accordance with the instructions and outline contained in this Section L. The proposal information will be reviewed to ensure compliance by the offeror with all aspects of this solicitation. To aid in evaluation, proposals shall be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and assembled logically. Extraneous, repetitious, or wordy submissions are not desired. Neither offers nor acknowledgments may be provided by facsimile or by telephone. Pages shall be sequentially numbered with the volume and page numbers and the name of the offeror, the date, and solicitation number on each page. Failure to respond to or follow the instructions regarding the organization and content of the proposal may result in the offeror's proposal being deemed nonresponsive.
 - (7) Using the Evaluation Criteria set forth in Section M, Evaluation Factors for Award, proposals will be evaluated in accordance with the Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR).

- (8) Subcontractor proposals with proprietary information may be provided separately to the CO. The offeror shall provide narrative support sufficient to explain the development of the costs proposed as part of this proprietary information.
- (9) These instructions are provided to aid offerors in the preparation of their proposals. These instructions and the information contained in these instructions are not evaluation factors for this solicitation. The evaluation factors are contained in Section M, Evaluation Factors for Award, of this solicitation.

Table L-1

Proposal Page Specifications and Instructions	
Proposal Submission	<ul style="list-style-type: none"> Proposals must be submitted through the Industry Interactive Procurement System (IIPS) at http://www.pr.doe.gov. Hard copies of proposals are also required as shown in Table L-2.
Paper Size	<ul style="list-style-type: none"> 8 1/2" x 11" paper. Fold-outs shall not exceed 11" x 17".
Print Type	<ul style="list-style-type: none"> Print type (font size) used in the text portions of the proposal shall be no smaller than 12 point font. Print type used in completing forms attached to this solicitation as Microsoft® (MS) Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments. Print type used in charts, graphics, figures and tables may be smaller than 12 point Font, but must be clearly legible.
Page Margins	<ul style="list-style-type: none"> Page margins (distance between the edge of the paper and the body of the proposal) shall be 1-inch on the top, bottom and left and right sides of the page, exclusive of headers and footers. The solicitation number and page number shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins.
Page Numbering	All pages of each volume shall be appropriately numbered and identified with the name of the offeror.
Page Count	<ul style="list-style-type: none"> All pages are to be single-sided. Any page larger than 8 1/2 x 11 will count as two pages. 2 columns of text per page and use of bold face type are acceptable. Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page.
Binding and Labeling	<ul style="list-style-type: none"> Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.

Proposal Page Specifications and Instructions	
CD-ROM or DVD Requirements	<p>CD-ROMs or DVDs shall be clearly labeled with the solicitation volume number and Provision reference. The CD-ROMs are provided for SEB evaluation convenience only. The written material and oral presentation constitutes the official Offer and proposal. In the event of a conflict, the hard copy material takes precedence over the CD-ROM text and IIPS electronic submission. Files submitted shall be readable using Microsoft® (MS) Word®, or Excel® (Version 2003), except:</p> <ul style="list-style-type: none"> • The proposal schedule shall be submitted utilizing the current version of Primavera System, Inc., Enterprise for Construction © software • For electronic copies of financial statements and Annual Reports, Adobe Acrobat® 7.0 or later portable document format (PDF) files are required. • Any proprietary software provided in accordance with paragraph L.19 shall be in the native format.
Exceeding Page Limitations	Those pages that exceed the limits set forth in Section L of this solicitation will not be considered in the evaluation.

Table L-2

Proposal Volume Requirements				
Volume Number	Proposal Volume Title	Page Limitations	Number of Hard Copy Proposals	Number of CD-ROM's
Cover Letter & I	Offer and Other Documents	No Page Limit	Original and 10 copies	5
II	Technical – Management, Offeror's Formal Oral Presentation Materials	30 Page Limit	Original and 15 copies	5
II	Technical – Management, Written Proposal exclusive of the resumes and letters of commitment, past performance reference information	125 Page Limit	Original and 15 Copies	5
II	Technical-Management, Key Personnel Resumes and Letters of Commitment	4 pages for the Project Manager resume; 3 pages for each Key Person resume; 1 page for each Letter of Commitment	Original and 15 Copies	5
II	Technical – Management, Past Performance Reference Information, Indicators and Questionnaire	No Page Limit	Original and 15 Copies	5
III	Cost and Fee Proposal – Proposed Cost and Fee	No Page Limit	Original and 10 copies	5

L.17 PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS

The information submitted in Volume I, Offer and Other Documents, is solely for the purposes of determining the offeror's responsiveness.

- (a) Instruction – Cover Letter. The cover letter shall include but not be limited to the following:
- (1) The solicitation number;
 - (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the offeror;
 - (3) A statement identifying any exceptions or deviations the offeror is taking to the terms and conditions specified in the contract (Sections A through K of this

solicitation, as amended). However, exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions;

- (4) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation;
- (5) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
- (6) The name, address, telephone number, facsimile number, and electronic address of the individual in the offeror's organization to be contacted, if necessary, during evaluation of the proposal;
- (7) The complete legal name and address of the offeror and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for each organization;
- (8) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the offeror, contractor team arrangement (as defined in FAR Subpart 9.6, Contractor Team Arrangements), or parent company, as applicable (such as contract administration within the meaning of FAR Subpart 42.3, Contract Administration Office Functions, financial auditing, and equal employment opportunity oversight); and

(b) Instruction – Volume I, Offer and Other Documents – Written Proposal Information
(No page limitation)

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the offeror, and any other administrative information. Volume I, Offer and Other Documents, shall include the following (in the order listed):

- (1) Fully executed SF 33 (Sections B through J of the model contract shall not be submitted, except for any required fill-in information);
- (2) Offeror Representations and Certifications (Section K) including FOCI submission as required by Section L Provision entitled, DEAR 952.204-73, Facility Clearance.
- (3) Small Business Subcontracting Plan. A completed and acceptable Small Business Plan is required to be submitted in accordance with the Section I clause entitled, FAR 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. This plan will become part of the contract as Section J Attachment entitled, Small Business Subcontracting Plan. The minimum goals of this solicitation are as follows:

<u>Component</u>	<u>Percent (%)</u>
Small Business (SB)	46.40
Small Disadvantaged Business	5.00
Women-Owned SB	5.00
HUBZone SB	3.00
Service-Disabled Veteran-Owned SB	3.00

Percentages shown above are percent of total subcontracted work required by Section I clause entitled, Small Business Subcontracting Plan.

- (4) Small Disadvantaged Participation Program Targets. A completed Section L Attachment entitled, Small Disadvantaged Business Participation Program Targets Form, is required to be submitted in accordance with FAR 52.219-24, Small Disadvantaged Business Participation Program – Targets. The targets will become part of the contract as Section J Attachment entitled, Small Disadvantaged Business Participation Program Targets;
- (5) Section L Attachment entitled, List of Key Personnel. “Key Personnel” are defined as any senior level position reporting directly to the Program Manager. This list will become part of the contract in the Section H clause entitled, Key Personnel;
- (6) A fully completed and executed Section L Attachment entitled, Performance Guarantee Agreement from the ultimate corporate parent(s), which will become part of the resulting contract as a Section J Attachment. If the contractor is a joint venture, Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship, the parent companies of the contractor shall all provide guarantees. In order to consider the financial or other resources of the corporate parent(s), the parent(s) must be legally bound to provide the necessary resources to the prospective contractor and assume all contractual obligations of the prospective contractor;
- (7) A fully completed Section H clause entitled, Responsible Corporate Official;
- (8) The offeror’s EVMS documentation required under Section L Provision entitled, FAR 52.234-3, Notice of Earned Value Management System – Post Award IBR; and
- (9) The offeror shall provide a completed Section H clause entitled, Responsible Corporate Official and Corporate Board of Directors. The offeror shall provide, by name and affiliation, the Responsible Corporate Official. The offeror shall identify by name each member of the Corporate Board of Directors that will have corporate oversight of the management operations of the proposed contractor organization and Key Personnel. If the offeror’s proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

A description of the role of the Corporate Board of Directors in providing corporate oversight, corporate assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the resulting contract. If the offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under a resultant contract, the offeror shall provide a complete copy of the teaming agreement(s) and operating agreement (if applicable) that describes the business arrangement between the entities.

L.18 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL

(a) Instruction - Introduction

The Technical and Management Proposal consists of written and oral information intended to present the offeror's understanding, capabilities, experience, and approach to satisfy certain requirements of the PWS. The offerors shall address those portions of the PWS pertinent to the evaluation criteria specified in Section M. No cost information shall be included in the Technical and Management Proposal. Criterion 2, Key Personnel and Organization, will be evaluated based on written and oral information. Criterion 1, Technical Understanding and Approach, Criterion 3, Past Performance, and Criterion 4, Corporate Experience, will be evaluated based on written information.

The overall page limitation for Volume II, Technical and Management Proposal, shall not exceed 125 pages except as stated in Table L-2. The format and content of Volume II, Technical and Management Proposal, shall consist of the following:

(b) Instruction – Oral Presentation

Each offeror shall participate in an oral presentation to DOE as part of its Technical and Management Proposal. The oral presentation will not constitute "communications" or "discussions" as defined in FAR Part 15, Contracting by Negotiation.

The oral presentation will consist of 11 segments: 1) brief introduction between DOE and the Offeror Team (for purposes of the solicitation, Offeror Team is defined as offeror, teaming partner(s), and major subcontractor(s)); 2) DOE interview of Offeror Key Personnel Team; 3) DOE interview of offeror Project Manager; 4) Recess; 5) DOE provides problem statement to offeror; 6) offeror preparation of response to problem statement; and 7) offeror presentation of response to DOE. The time duration and description for each segment are in Table L-18-1.

The oral presentation shall not be used to cure deficiencies or weaknesses in the initial offer or written proposal information previously submitted, and shall not in any way revise the oral presentation materials. Revisions to oral presentations are not anticipated if final proposal revisions are required.

Attendees and Presenters at Oral Presentation:

Key Personnel: Offeror attendees for the oral presentation shall include the Project Manager and all Key Personnel proposed by the offeror who will be employed under the prospective contract. Each Key Person shall present a portion of the response to the problem statement.

Corporate Officers: Two (2) corporate officers not employed on the contract may attend the introduction segment.

Support Staff: Two (2) support staff may attend the oral presentation only to support set-up and operation of any presentation equipment. Persons and/or service animals required to assist any of the offeror's attendees with disabilities may attend when accompanying that attendee.

Other officers, employees, consultants, agents, or representatives not meeting the above criteria may not attend.

Table L-18-1

Segment	Time Duration	Description
Brief introduction between DOE and the Offeror Team	15 minutes	DOE and the Offeror Team will jointly conduct an introduction of all people in attendance at the Oral Presentation. Offeror shall provide an overview of its organization.
DOE interview of Offeror Key Personnel Team	60 minutes	DOE will conduct an interview with the complete Offeror Key Personnel Team. An identical set of questions will be asked of each Key Personnel Team. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the offeror in advance.
DOE interview of the Offeror Project Manager	30 minutes	DOE will conduct an interview with the proposed Project Manager. An identical set of questions will be asked of each Offeror Project Manager interviewed. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the offeror in advance.
DOE recess	30 minutes	At the conclusion of the DOE interview of Offeror Key Personnel Team, DOE will recess.
DOE provides problem statement to offeror	15 minutes	DOE will provide a problem statement to the offeror. An identical problem statement will be provided to each offeror.
Offeror preparation of response to problem statement	90 minutes	The offeror shall prepare a response to the problem statement. DOE will observe the offeror during preparation of its response but will not respond to any offeror questions or statements.
Offeror presentation of response to DOE	60 minutes	The offeror shall present its problem response to DOE.
Note: Offeror staff attendance is limited to the Offeror Key Personnel Team and may include the support staff described in this Provision throughout all segments of the oral presentation, with the exception of the DOE interview of the Offeror Project Manager. During the DOE interview of the Offeror Project Manager, staff attendance is limited to the Offeror Project Manager.		

Location, Record, and Presentation Media for Oral Presentation:

Location: The oral presentation will be held in a conference room in a Government-furnished facility in TBD. The conference room will be available to the offeror throughout the oral presentation except for the attendance limitations described in this provision.

Record: DOE will make a video recording of the entire oral presentation for its own use. The offerors will not be permitted to make audio or video recordings. Each offeror will be provided a copy of the DOE video recording of its own oral presentation following contract award.

Presentation Media for Offeror Formal Presentation: Subject to the media limitations described below, the offerors shall provide all equipment necessary. The offerors may only use an overhead projector and/or computer-generated slide presentation method. The offerors may only present the formal presentation material provided with their proposal. Any slides provided with the proposal, but not presented during the formal presentation will not be evaluated. No video presentations, posters, flipcharts, wall charts, etc. will be allowed during the offeror Formal Presentation.

Presentation Media for Balance of Oral Presentation: The offeror may only use DOE-provided flipcharts and markers during the following oral presentation segments: DOE clarification questions on formal presentation and offeror answers, DOE interview of Offeror Key Personnel Team, DOE interview of the Offeror Project Manager, offeror preparation of response to problem statement, and offeror presentation of response to DOE. DOE will retain all offeror flipcharts for evaluation.

Presentation Media Not Allowed: The offeror may not use other electronic communication and/or presentation media, including but not limited to cell phones, PDAs, tele-prompters, audio prompters, Bluetooth® technology, etc., during any part of the Oral Presentation.

- (c) Proposal Preparation Instructions – Volume II, Technical and Management Proposal – Written Proposal Information and Oral Presentation

Criterion 1 – Technical Understanding and Approach

Written Proposal Information:

The offeror shall describe its understanding of the overall project planning, integration and interface requirements to execute the Portsmouth D&D Project. Within the context and understanding that the Department is currently managing ongoing D&D and remediation operations, the offeror shall describe proposed options for ensuring continuity of these operations and initiating the Portsmouth D&D Project by addressing your technical understanding of major PWS Elements C.2.1, C.2.2, C.2.3, C.2.4,,C.2.5,, C.2.7.1, C.2.7.2, and C.2.7.3. The offeror shall also describe its projectization approach, and approach to achieving its Small Business Subcontracting Plan and the Small

Disadvantaged Business (SDB) Participation Program Targets. The description of its projectization approach should include the offeror's process for identifying and defining discrete subproject(s) that could be subcontracted to shift cost risk from DOE.

Technical Execution Approach to D&D of X-333 Process Building (C.2.3.1) and the Ancillary Facilities (C.2.3.2) - The offeror shall describe its specific, detailed approach to the management and execution of the D&D of the X-333 Process Building and ancillary facilities (including building contents, building, slab and soil) in accordance with the PWS. The offeror shall describe its approach and sequence of work associated with major activities (i.e., S&M, D&D, soils remediation, groundwater remediation, and WM activities) associated with the D&D of the X-333 Process Building and ancillary facilities. The offeror shall describe its technical understanding and approach to D&D of the X-333 Process Building and ancillary facilities by Work Breakdown Structure (WBS). For the X-333 Building, the offeror will describe the amount of performance to be accomplished during the base period and the amount of performance to be accomplished during the option period. The offeror shall describe its specific, detailed approach to integrating the Environmental Health and Safety and Quality into the D&D of the X-333 Process Building and ancillary facilities. The WBS description shall be at one level lower than the lowest level of the WBS in the PWS (for example: C.2.3.1.1.X). The offeror shall identify the risks and impacts to the proposed approach to the D&D of the X-333 Process Building and ancillary facilities, rationale for the identified risks and impacts, and its approach to eliminate, avoid, or mitigate these risks.

Criterion 2 - Key Personnel and Organization (Written Proposal Information and Oral Presentation)

Written Proposal Information:

Key Personnel - The offeror shall propose a Project Manager for the Portsmouth D&D Project and other Key Person(s) for the contract.

The offeror shall submit its list of Key Personnel as part of the Written Proposal Information as shown in Section L, Attachment L-2 entitled, List of Key Personnel. Upon award, the List of Key Personnel will become part of the Section H clause entitled, Key Personnel.

The offeror shall submit written resumes using the format provided in Section L, Attachment L-4 entitled, Key Personnel Standard Resume Format, for each proposed Key Person. The resumes shall describe the Key Personnel's suitability for the proposed position(s) based on education, leadership, and relevant experience. The resumes shall describe how work experience relates to work similar to that described in the PWS, the number of years of progressively responsible experience as a supervisor (and the number of people supervised), and capability to function effectively in his/her proposed position. Each resume shall include three (3) (and only 3) references. DOE may consider Key Personnel references, including references from sources other than those provided by the offerors, to further assess Key Personnel attributes.

The offeror shall submit a signed Letter of Commitment from each proposed Key Person, which states that the information contained in the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position. Letters of Commitment shall also include a statement that the Key Person will work in the proposed position for two years. The Letter of Commitment shall state:

“I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position) if _____ (insert name of contractor) receives the award and will perform in the proposed position for a period of not less than two years from the date of award.”

Offerors who do not submit a signed Letter of Commitment from each proposed Key Person may be ineligible for award without discussion.

Each resume shall not exceed three (3) pages in length, with the exception of the resume for the Project Manager, which may not exceed four (4) pages. The DOE will not evaluate any pages exceeding this page limitation (the resumes are not included in the page count limitation for the Technical and Management Proposal). Offerors are advised that the Government may contact any or all references and other sources including those not provided by the offeror. The DOE reserves the right to use any information received as part of its evaluation of the Key Personnel.

Organization - The offeror shall propose and provide its organizational structure and rationale for the organizational structure to perform the contract. The offeror shall describe its proposed organizational structure including the offeror's internal organization and any other performing entities (e.g., subcontractors, and/or members of a joint venture or LLC). The offeror shall describe the suitability of the proposed Key Personnel position(s) relative to the proposed organizational structure, including roles, responsibilities, and authorities including the lines of communication and interfaces with DOE and others. The offeror shall identify and describe in the organizational structure, the contractual/business relationship with the offeror and the technical function/business area of the PWS, or portion thereof, to be performed by each entity. If a teaming arrangement is proposed, a copy of the teaming agreement shall be provided as part of Volume I.

Oral Presentation:

The offeror shall demonstrate Key Personnel leadership, communications, teamwork, interactions, and problem-solving capabilities in response to the interviews and problem statement.

The offeror shall demonstrate alignment of functions, responsibilities, authorities, and suitability of the proposed organization and Key Personnel.

Criterion 3 – Past Performance (Written Proposal Information)

The offeror shall submit past performance information that is most similar in terms of contract type, size, scope, complexity, duration, and/or risk on contracts currently being performed or completed within the past five (5) years for each member of the Offeror's Team (as described in FAR Subpart 9.6, Contractor Team Arrangements). Scope is defined as the type of work (e.g., facility S&M, facility D&D, waste management, groundwater remediation, soil remediation, or project support activities such as project control, ESH&Q, or regulatory). Complexity is defined as performance challenges (e.g., types of waste, nuclear and radioactive environment, or regulatory environment). DOE may consider relevant past performance information from independent data sources.

If the offeror proposes to perform any scope described in the PWS, by an entity(ies) other than itself, the offeror shall identify other entity(ies), sections of the PWS to be performed by that entity(ies), and provide relevant past performance of that entity(ies).

For each of the selected contracts, the offeror shall submit the Reference Information Worksheet included in Section L Attachment entitled, Offeror Past Performance Reference Information Worksheet and Questionnaire. The offeror shall describe the nature and scope of the work; relevance of the work to the current acquisition; and any adverse contract performance and recovery (if adverse performance was experienced).

The offeror shall submit the Section L Attachment entitled, Offeror Past Performance Reference Information Worksheet and Questionnaire with the proposal for each member of the Offeror's Team (as described in FAR Subpart 9.6). Two (2) discrete projects shall be submitted for each team member. The offeror shall send the Past Performance Letter and Questionnaire included in the Section L Attachment entitled, Offeror Past Performance Reference Information Worksheet and Questionnaire, to the references for the projects/contracts submitted. The offerors should convey to its references that questionnaires should be submitted by the proposal due date. The past performance information must be from the same contracts that the offeror provided for its corporate experience information.

Each Section L Attachment entitled, Offeror Past Performance Reference Information Worksheet and Questionnaire shall contain only one (1) Offeror Team member for one (1) project.

The offeror shall submit its ESH&Q past performance information for the year-to-date and the past five years required by Section L Attachment entitled, ESH&Q Past Performance Indicators. One attachment shall be submitted for each member of the Offeror's Team (as described in FAR Subpart 9.6).

The offeror shall send the Past Performance Letter and Questionnaire included in the Section L Attachment entitled, Offeror Past Performance Reference Information Worksheet and Questionnaire, for the projects/contracts identified. Questionnaires from the offeror's references may be submitted prior to the date for proposal receipt.

Criterion 4 - Corporate Experience (Written Proposal Information)

The offeror shall submit its relevant experience (e.g., contract type, scope, complexity, duration, risk) similar to the work described in the PWS. The offeror shall provide specific examples of relevant experience, identified by team member when applicable. If the offeror proposes to have portions of the work identified in the PWS performed by an entity(ies) other than itself, the offeror shall provide the identity of the other entity(ies), the section(s) of the PWS to be performed by that entity(ies), and relevant information concerning the experience of the entity(ies).

The offeror shall provide examples of offeror's capability to perform the work described in the PWS, experience in problem-solving, experiences in working with stakeholders, Citizens Advisory Boards, and regulatory agencies at the state and federal level, and experience with the management and integration of regulatory requirements and agreements.

The offeror shall provide relevant experience information for two (2) contracts for the offeror and two (2) contracts for each of the Offeror's Team or for other performing entity(ies). If the offeror is a newly formed entity, the offeror shall provide the relevant experience information for two (2) contracts for each of parent organization(s), including members of the joint venture or LLC. These contracts must have been completed within the last five (5) years or currently ongoing. The corporate experience information from these contracts must be from the same contracts provided in the Past performance information.

L.19 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, COST AND FEE PROPOSAL

Offerors shall provide proposed cost and fee by providing a completed Section B clause. Supporting detail for Section B.3 "Estimated Cost, Base Fee and Award Fee" and Section B.4 "Option for Additional Services" shall be provided under this Volume, Cost and Fee Proposal, in accordance with the instructions in this provision. Offerors shall provide proposed cost for all activities included in Section L Attachment entitled, Summary of Cost Worksheets. Although this solicitation intends to simplify cost and fee proposal preparation, this simplification is not intended to limit an offeror's technical understanding and/or technical approach for each area of the PWS.

The offeror shall provide a completed Section B clause entitled, Contract Cost and Contract Fee Table with the Volume I – Offer and Other Documents.

Instructions – Cost and Fee Proposal – Written Proposal - The offeror shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.

- (b) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal.
- (c) The offeror shall propose cost by fiscal year for all fiscal years and in total corresponding to the cost for performing the PWS. For proposal preparation purposes, offerors shall assume an anticipated award date of July 1, 2009, with a 90 day contract transition period; therefore, offerors shall assume the full responsibility for performance of the contract requirements on October 1, 2009. To assist in preparation of proposals, DOE has provided an anticipated funding profile in Table L.19-1 entitled, Anticipated Funding Profile for Portsmouth Near-Term D&D (below). Proposed costs shall be provided based on the definitions of fiscal years noted in Table L.19-1. The offeror shall not assume fiscal year carryover.

Table L.19-1 -- Anticipated Funding Profile for Portsmouth Near-Term D&D Project (\$ M)

	Fiscal Year						
	2009	2010	2011	2012	2013	2014	TOTAL
Base Period	\$4	\$105	\$119	\$112	\$111	\$116	\$567
Option for Construction and Construction Support of the OWSDF	\$0	\$0	\$0	\$14	\$18	\$12	\$44
Option for Start-up and Operation of the OSWDF	\$0	\$0	\$0	\$0	\$0	\$5	\$5
		2015	2016	2017	2018	2019	TOTAL
Option Period		\$120	\$123	\$126	\$130	\$133	\$632
Option for Construction and Construction Support of the OWSDF		\$10	\$10	\$10	\$10	\$10	\$50
Option for Start-up and Operation of the OSWDF		\$5	\$5	\$5	\$5	\$5	\$25

Fiscal Year (FY) is defined as the period October 1 to the following September 30. For example, FY2010 is the period October 1, 2009 through September 30, 2010. FY 2009 is defined as the anticipated sixty day contract transition period that covers the period between July 1, 2009, through September 30, 2009. Table L.19-1 provides the Government's good faith estimate as of

the date of the solicitation of future available funding. This funding profile is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this funding profile. Available funds depend on Congressional appropriations and priorities within the DOE. The anticipated funding profile covers the contract transition period and costs for contract transition are within the funding profile stated above. Contract transition costs shall be included as part of the total cost of the PWS.

- (d) Proposed Fee. For the completion of B.3, “Estimated Cost, Base Fee and Award Fee”, and B.4 “Option for Additional Services” the offeror shall propose base and award fee for the base period and option period and the OSWDF Construction and Construction Support and the OSWDF Start-up and Operations Options, respectively. The fee shall exclude contract transition costs, pass-through funding provided to other contractors for Portsmouth Site Services identified in the Section J Attachment entitled, Portsmouth Site Services and Interface Requirements Matrix and cost associated with sponsorship and contributions for any defined benefits pension plan. In demonstrating compliance with funding restrictions for the Base and Option periods (not required for the Options for Additional Services), the offeror shall spread the total proposed available fee over the number of months covering contract performance base period (60 months) and option period (60 months). The offeror should then apply the results to the number of months for each fiscal year to calculate fee each fiscal year.
- (e) Cost Worksheets. Format and present all cost information to provide full traceability between B.3, “Estimated Cost, Base Fee and Award Fee” and B.4 “Option for Additional Services”, the completed Section L, Summary of Cost Worksheets provided as Attachment L-7, Direct Labor Hours Worksheet provided as Attachment L-8, Waste Quantities Worksheet provided as Attachment L-9 and with the information required in the Technical and Management Proposal. Additionally, all proposed costs information shall be fully traceable between the detailed costs of the estimate and the Section L Attachments. Examples of the type of information that would provide traceability include spreadsheets with formulas that sum the detailed costs from the lowest level of the estimate through the intermediate WBS levels. It is not acceptable to provide a diagram describing the process used to sum costs through the WBS levels.
- (f) Work Breakdown Structure (WBS). The offeror shall use the organization of work set forth in the PWS as the WBS for the cost proposal. The offeror shall not propose its own WBS structure for this solicitation.
- (g) Proposed Schedule. The offeror shall provide a resource loaded schedule (utilizing the current version of Primavera Systems, Inc., Enterprise for Construction® software), which shows individual activities for each WBS element in the Section L Attachment L-7 entitled “Summary of Cost Worksheets”. For those WBS elements for which DOE provided cost, the schedule shall reflect the provided cost as a resource, consistent with the fiscal year allocation in the Section L-7 Attachment entitled “Summary of Cost Worksheets”. The schedule activities shall be presented at one level of detail below the Section L-7 Attachment “Summary of Cost Worksheets” and include logic ties. This schedule shall be fully traceable to Volume II, Technical and Management Proposal.
- (h) Offeror Provided Costs/DOE Provided Costs for Activities. For proposal preparation purposes, Offeror provided costs are defined as activities, within the

PWS, relating to work the offerors have the ability to prescribe an approach and related cost of implementing the proposed technical approach/understanding. Whereas, DOE provided costs are defined as activities, within the PWS to which the offeror will apply its applicable indirect rates. The following describes the cost/pricing instructions for each of the two groups of activities (discriminating and non-discriminating):

(1) **Offeror Provided Costs:**

- (i) WBS. For activities the offeror will provide costs, the cost proposal shall include a breakdown of cost correlated with the PWS and consistent with the offeror's Technical and Management Proposal (including the proposed integrated critical path schedule), at a minimum, one level lower than each of the lowest WBS elements in Section C of the RFP.

Basis of Estimate. Provide a Basis of Estimate that thoroughly documents all estimates. A Basis of Estimate description shall be provided for each activity at the lowest level in the estimate. If the estimate is repeated within the proposal and would result in duplication of the Basis of Estimate note multiple times, then that note may be shown at a sufficiently high level to cover all the instances where that estimate is used. In cases where parametric estimates or models are used, the Basis of Estimate shall thoroughly describe each model type once, but a separate description is not required each time the model is used in the estimate.

The detailed narrative description shall include how the proposed costs by cost element were derived, including summary of work scope, source of estimate information, summary statement of site conditions (including all major assumptions that were used to establish the site condition by WBS), supporting rationale, summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the offeror's cost to perform the contract requirements and sources of estimating information), and other related information to provide clarity and understanding of the offeror's Basis of Estimate. Offerors shall clearly indicate for each WBS by cost element (direct labor, direct material, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the WBS), and (4) the basis for each cost element. Offers shall be sufficiently detailed to demonstrate reasonableness and realism.

The Basis of Estimate may be incorporated into the estimate file or may be a standalone document that is separate from the estimate calculations. Back-up supporting documentation (for

example, Timberline estimating back-up documentation) supporting the pricing from the offeror's estimating software shall be provided detailing the proposed costs including showing all labor hours by labor category cumulative for the project and by fiscal year and quantities and unit pricing for other than direct labor costs cumulative for the project and fiscal year (for example, number of units multiplied by unit costs of material, parameters, values, model approach and model calibration [where parametric estimates were used]).

- (ii) Cost Elements. The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), subcontract (over \$5 million), subcontract (under \$5 million), supplies, travel, relocation, other direct costs, joint venture/LLC member or other teaming arrangement (\$5 million or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable). Attachment L-7 shall be completed in total and by fiscal year.

Back-up documentation (e.g., Timberline Estimating back-up documentation) supporting the pricing from the offeror's estimating software shall be provided detailing the proposed costs including showing all labor hours by labor categories, cumulatively and by fiscal year, as well as quantities and unit pricing for other than direct labor costs cumulatively and by fiscal year.

- (iii) Labor Rates. The offeror has the ability to propose its own direct labor rates for all direct and indirect labor categories; however, the offeror's proposed direct and indirect labor rates shall be at least the applicable DOE provided average direct labor rates for all incumbent workforce employees (see documents titled "Incumbent Employees Average Labor Rates" provided under the Workforce Breakdown and Pay and Benefits Section) projected to perform the PWS. Provided direct labor rates represent straight time pay rates only. Any premium differentials (such as overtime, shift differential, and etc.) shall be computed by the offeror. If the offeror uses other than the provided direct labor rates for incumbent employees, the offeror shall provide the basis of the proposed labor rate(s) and supporting documentation.

Direct Labor rates for management employees and non-incumbent employees shall be separately estimated by the offeror. The offeror shall provide documentation to support the labor rates proposed for management and non-incumbent employees.

For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,880 hours/year.

(iv) Direct Labor Hours. The offeror shall use the format shown in Section L, Attachment L-8 entitled "Direct Labor Hours Worksheet" to provide a direct labor hour summary by offeror's hours, subcontractor hours, joint venture's hours, LLC members hours, other teaming arrangement, and any other direct labor hours, cumulatively in total and by fiscal year, showing the total estimated direct labor hours required to complete the PWS and remain consistent with its Technical and Management Proposal (including the proposed integrated critical path method schedule). The offeror shall provide direct labor hour summary, at a minimum, one level lower than each of the lowest WBS elements in Section C of the RFP. The information provided in the worksheet shall be fully traceable to the cost proposal and the FTEs provided in the Technical and Management Proposal under Management and Organization. Additionally, the offeror shall provide the breakout of the direct labor hours between incumbent and non-incumbent hours.

(v) Fringe Benefits. The offeror has the ability to propose it's own fringe benefit rate(s) for each type of employee (incumbent, grandfathered, and non-grandfathered); however, the offeror's proposed fringe benefit rates shall be at least the incumbent fringe benefit rates provided in a document titled "Projected Incumbent Employee Fringe Benefit Rates" provided under the "Workforce Breakdown and Pay and Benefits" section at http://www.emcbc.doe.gov/pppo_main_site. The fringe benefit rates provided or proposed by the offeror shall be applied to direct labor costs associated with the incumbent workforce. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the proposed incumbent active workforce (as compared to retired/disabled workers) are accounted for using the provided fringe benefit rates.

The fringe benefit rates for management employees and non-incumbent employees shall be separately estimated by the offeror. The offeror shall provide documentation to support the fringe benefit rates proposed for management and non-incumbent employees.

(vi) Subcontract and Joint Venture/LLC Members/other teaming arrangement(s) over \$5 million. The offeror's cost proposal shall identify the proposed cost for all joint ventures, LLC members, other teaming arrangement(s), or subcontracts over \$5 million to

the detail required in the L.19(h)(1). Joint ventures, LLC members, other teaming arrangement(s) and subcontractors (over \$5 million or more) cost proposals shall be provided for the PWS by the offeror, which reconciles to the proposed costs and the offeror's proposal correlated with the PWS, consistent with its technical proposal. Cost data shall be fully supported.

- (vii) Work Activities Start Dates. For proposal preparation purposes, offerors shall assume that all work activities will start immediately upon award with the following exceptions:

PWS C.2.5.4.2 OSWDF Construction and Construction Support – Assume start date October 1, 2012

PWS C.2.5.4.3 OSWDF Start-up and Operations – Assume start date October 1, 2013

PWS C.2.3.3 X-330 Process Building – Assume start date of October 1, 2014

For proposal preparation purposes, the offeror shall assume based on the offeror's technical approach to D&D of the facilities in Table C-1, the S&M costs will continue until such time as the facilities are prepared and scheduled for D&D. The costs associated with S&M shall be captured in PWS C.2.2.

The offeror shall estimate Soil Characterization and Remediation for Building X-333 and the Ancillary Facilities under PWS C.2.4.2.

Activities associated with PWS C.2.7.1, Project Planning, Integration and Interface; C.2.7.2, Project Management; and C.2.7.3, Environment, Safety, Health and Quality are to be estimated for the entire period of performance in the solicitation.

(2) DOE provided Costs:

For proposal preparation purposes, the offeror shall use the amounts provided by DOE for proposed costs for all activities directly associated with the following PWS areas:

C.2.2 Facility Surveillance and Maintenance and Stabilization
(associated with facilities outside Table C-1) (\$230M)

C.2.7 Project Support (except C.2.7.1, C.2.7.2, and
C.2.7.3) (\$105M)

The offeror shall include the \$335M identified in Attachment L-7 as part of the total estimated cost in accordance with Section B clause entitled, Contract Cost and Contract Fee Table. The offeror shall not change the assigned dollar figures with the exception to apply its proposed G&A rate, if applicable.

- (i) Waste Quantities. For proposal preparation purposes, the offeror shall use the waste quantities and waste disposal path allocations identified in the "Supplemental Pricing Information" posted to the SEB Website under costing instructions. The offeror shall use the format shown in Section L, Attachment L-9 entitled, Waste Quantities to provide a separate summary table of waste quantities by waste type in cubic feet by fiscal year and in total by WBS in accordance with the offeror's technical approach. The offeror shall differentiate the estimated quantities in cubic feet soils and non-soil waste. The offeror shall provide the summary of waste quantities, one level lower than each of the lowest WBS elements in Section C of the RFP. The basis of estimate associated with information provided in the waste summary table (including the additional tables) shall be fully explained in supporting documentation and shall provide the necessary documentation reconciling the offeror's technical approach to the waste quantities being dispositioned (through put) for each waste type. This shall include an explanation of the derivation of quantities by waste type.
- (j) Indirect Rates. The offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The offeror shall provide all related information to provide a clear understanding of the basis of estimate. The offeror shall compute all of the indirect rates by fiscal year. If the offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the offeror shall provide the detailed computations for each of the individual indirect rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived. This data shall be provided for each joint venture member, LLC member, and other teaming arrangement(s) over \$5 million.

The offeror shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the offeror shall provide a contractually binding statement as part of the offer, Volume I stating the offeror will not attempt to recover corporate home office costs during the course of the contract.

- (k) Waiver of Facilities Capital Cost of Money (FCCOM). The solicitation includes Section I clause entitled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the offeror shall not propose facilities capital cost of money.
- (l) Contract Transition Cost.
 - (1) The contract transition period is the time between award of the contract and the date the contractor assumes full responsibility. For proposal preparation purposes, the offeror shall assume a 90 calendar day contract transition period. (This is for proposal preparation purposes only. The actual contract transition period may be different.)
 - (2) The offeror shall provide a contract transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the offeror's preferred format but shall address the cost of the contract transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition. For proposal preparation purposes, the offerors shall assume no facilities or equipment are available at the time of contract transition.
- (m) Escalation. The offeror has the ability to propose its own escalation factors (including supporting documentation) for both direct labor and other than direct labor costs; however, the offeror's proposed escalation factors shall be at least the escalation rates for direct labor costs and all other than direct labor costs of 3.0 percent and 2.0 percent, respectively, for all fiscal years.
- (n) The offeror shall submit the cost portion of the proposal in hardcopy, and also via the following electronic media (see Table L.2 for quantities to be provided of each): Attachments L-7 through L-9, Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003. The offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.

- (o) The DOE may request additional supporting information for evaluation of cost in accordance with FAR 15.306(b).
- (p) The offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the offeror is a joint venture, LLC member, or other teaming arrangement(s) (\$5 million or more), this data must be provided for each entity.
- (q) The offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the offeror shall describe its accounting system and the adequacy of that system for reporting costs against Government cost type contracts. The offeror shall identify the cognizant government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture, LLC member, or other teaming arrangement(s) that is performing work estimated to be \$5 million or more.
- (r) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the offeror's responsibility to demonstrate its financial capability to complete this contract. Information provided by the offeror shall include, but not limited to, the following:
 - (i) Financial Statements (audited, if available) and notes to the financial statements for the last three (3) fiscal years);
 - (ii) The information in subparagraph (1) above for each member of the contractor team arrangement (FAR 9.6) if a teaming arrangement is used; and
 - (iii) The last three (3) annual reports annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective contractor and assume all contractual obligations of the prospective contractor.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review

of each offeror from the DCAA as part of the Government's consideration in making the responsibility determination.

- (s) If the offeror is a joint venture, LLC or other teaming arrangement that is performing work estimated to be \$5 million or more is covered by Cost Accounting Standards (CAS), the entities shall provide a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the entities shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement. The entities shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements.
- (t) The offeror shall not propose any Government Furnished Property (GFP) for use during the performance of this contract that is in addition to the list of GFP provided in Section J Attachment entitled, Government Furnished Property.

L.20 AVAILABILITY OF REFERENCE DOCUMENTS

Reference documents for the offeror's information and use in connection with preparing an offer and other written proposal information under this solicitation will be made available.

General documents specific to the solicitation -- via the Portsmouth D&D website at:

<http://www.emcbc.doe.gov/Portsmouth%20M&I/index.html>

General documents on DOE and Portsmouth Site programs are available at the Portsmouth Environmental Information Center located at the Endeavor Center, 1862 Shyville Road, Piketon, OH 45661.

Sensitive information such as Official Use Only (OUO) information will require the offeror to access FedBizOpps and obtain a user ID and password.

Drawings, specifications, and other documents obtained from this website shall be treated in accordance with website instructions.

L.21 CONTACTS REGARDING FUTURE EMPLOYMENT

Prior to contract award, except where prohibited by law, contacts with incumbent employees regarding future employment are permitted; however, such contacts must take place outside the normal work hours of such employees and not on DOE property. Offerors are reminded that contact with federal, contractor, or subcontractor employees is not permitted for the purpose of seeking procurement-sensitive information relating to this solicitation.

L.22 POST-AWARD PUBLIC COMMUNICATIONS EXECUTIVE SUMMARY

Within 24 hours following contract award, the successful offeror shall release on its own website a brief Executive Summary of its offer. The purpose of the Executive Summary is to provide immediate release of relevant information regarding the awardee's approach for performing the contract scope to stakeholders and the public at large.

The Executive Summary shall include, at a minimum, a summary of the major features and advantages of the offer; a summary of strategy and approach; and a description of the organization including a top-level organization chart and identification of proposed management personnel and team members with their area of responsibility.

L.23 FAR 52.222-5, DAVIS-BACON ACT – SECONDARY SITE OF THE WORK (JULY 2005)

- (a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.
- (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
- (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

L.24 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/DEAR 952.233-2, SERVICE OF PROTEST

- (a) Protests, as defined in section 33.101, Definitions, of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

If using U. S. Mail:

Kimberly Tate
Contracting Officer
U.S. Department of Energy
Suite D-1,
175 Tri-County Pkwy
Springdale, OH 45246

If using Express Delivery:

Kimberly Tate
Contracting Officer
U.S. Department of Energy
Suite D-1,
175 Tri-County Pkwy
Springdale, OH 45246

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy
Assistant General Counsel for Procurement and
Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

L.25 FAR 52.234-3, NOTICE OF EARNED VALUE MANAGEMENT SYSTEM – POST AWARD IBR (JUL 2006)

- (a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard – 748 (current version at time of solicitation).
- (b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall –

- (i) Describe the EVMS the offeror intends to use in performance of the contracts;
- (ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
- (iii) Describe the management system and its application in terms of the EVMS guidelines;
- (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
- (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.

- (2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
 - (3) The Government will review and approve the offeror's plan for an EVMS before contract award.
 - (4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard-748 guidelines.
- (c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

Attachment L-1 Small Disadvantaged Business Participation Program Targets Form

Note to offerors: Targets provided herein will become part of any resulting contract from this solicitation under Section J Attachment entitled, Small Business Subcontracting Plan and Small Disadvantaged Business Participation Program Targets.

Instructions to Offerors:

The offeror shall provide written Small Disadvantaged Business Participation Program Targets using the form herein, and in accordance with the instructions found in paragraph (b) of the Section L provision of this solicitation entitled, FAR 52.219-24, Small Disadvantaged Business Participation Program—Targets. SDB “Targets” are SDB participation (prime contractor or subcontractor) in any of the North American Industry Classification System (NAICS) subsectors as determined by the U.S. Department of Commerce. These designated NAICS major groups can be found at:

<http://www.census.gov/epcd/www/naics.html>

- (a) (List Offeror name here - Includes Single Entity, Joint Venture Partners, Contractor Team Members, etc.)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
	Subtotal		

- (b) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
	Subtotal		

(c) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
	Subtotal	**	100.00%
* All percentages shown as a percent of the Total Contract Price			
** Total Contract Price = \$ (offeror insert)			

For information purposes, “targets” (as required under this provision) and “goals” (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	Goals
Applicability	SDB prime contractor \$ & % (including JV partners and teaming members) <u>and</u> SDB subcontractors \$ & % in NAICS subsectors as determined by the U.S. Department of Commerce	Subcontractor \$ & % with Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small, and Service Disabled Veteran Business
Percentages	% of Total Contract Price	% of Total Subcontracting
Reporting	OF 312 at contract completion	Comply with Section H Clause entitled, Electronic Subcontracting Reporting System (eSRS)

Attachment L-2
List of Key Personnel

Name	Position
	Program Manager

Attachment L-3
Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract _____ for the _____
(Contract) dated _____, by and between the Government and _____
(contractor), the undersigned, _____
(Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government:

- (i) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract; and
- (ii) the full and prompt payment and performance by contractor of all obligations and liabilities of contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt; or (iii) the assertion by the Government against the contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor

will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by contractor is in default under the contract or under any other document(s) or instrument(s) executed by contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

Date

Name of Corporation

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

Attachment L-4
Key Personnel Standard Resume Format

Name:

Country of Citizenship:

Proposed Title/Assignment on Contract:

Availability Date and Period of Commitment:

Experience Summary (a succinct summary of overall experience and capabilities including duration of performance and dollar level of projects):

Current Assignment (include from/to dates):

Current Client/Customer (include current address and telephone number):

Description of Current Assignment:

Description(s) of Experience Relevant to Proposed Contract Assignment:

Technical Qualifications (include special skills and relevant technical training):

Education Above High School (include from/to dates and current address and telephone number):

Three Knowledgeable Client/Customer Business References (include from/to dates and current address, telephone number, and e-mail address):

Attachment L-5
Offeror Past-Performance Reference Information Worksheet and Questionnaire

Reference Information Worksheet
(See instructions on the following page)

1. Complete name of government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference and type	4. Date of contract
5. Date work commenced	6. Date work was completed
7. Contract Type and Contract Value	8. Final amount invoiced or amount invoiced to date
9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)
9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)
11. Project/Contract Title	
12. Description (Requested information in Section L.18(c)(5))	
<p>Attach additional page if necessary (one additional page maximum)</p>	

Instructions for Completing the Reference Information Worksheet

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer and contract type.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the contract type and contract value (separately listing fee if cost-type).
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.
- Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.
- Item 11. Insert the title of the project and/or contract.
- Item 12. As requested in L.18(c)(5).

Past Performance Letter

Date _____

Dear _____:

We are participating in a Department of Energy (DOE) Request for Proposal for award of a Portsmouth D&D Project contract at the Portsmouth Gaseous Diffusion Plant in Piketon, Ohio.

We are asking you to assist us in evaluating our performance under contract number _____ entitled, _____, by assigning a rating or answer for each of the 14 questions shown on the attached Past Performance Questionnaire. The rating scale for the questions is shown on the Past Performance Questionnaire.

Please return the completed questionnaire to the following address on or before _____ (proposal receipt date):

Attn: Lisa Rawls
U.S. Department of Energy
175 Tri-County Pkwy
Suite D-1
Springdale, OH 45246

Your honest and candid response is welcomed. In accordance with Part 15.506 of the Federal Acquisition Regulation, the names of individuals providing reference information about past performance will not be disclosed during discussions or debriefing.

We greatly appreciate your time and assistance in completing this questionnaire.

Sincerely,

Name _____

Past Performance Questionnaire

Respondent Organization:	
Name	
Title	
Organization Name	
Organization Address (City, State, ZIP)	
Telephone Number (w/area code)	
Facsimile Number (w/area code)	
e-mail address	
Rating Scale for Past Performance Questions 1-13 5: Exceptionally Satisfied: Contractor performance <u>met all</u> contract requirements and <u>significantly exceeded</u> the customer's performance expectations. Best-in-class contractor performance was experienced with no contract performance problems or corrective actions required. 4: Very Satisfied: Contractor performance <u>met all</u> contractual requirements and <u>exceeded</u> the customer's performance expectations. Minor contract performance problems may have been experienced but were fully resolved, and the contractor demonstrated proactive and effective contractor-initiated corrective actions. 3: Fully Satisfied: Contractor performance <u>met all</u> contractual requirements and <u>met</u> the customer's performance expectations. Contract performance problems may have been experienced but were fully resolved, and the contractor demonstrated adequate contractor-initiated corrective actions. 2: Marginally Satisfied: Contractor performance <u>did not meet some</u> contractual requirements and <u>did not meet some</u> of the customer's performance expectations. Contract performance problems were experienced and not fully resolved, with missing or ineffective contractor-initiated corrective actions. 1: Failed to Satisfy: Contractor performance <u>did not meet some or all</u> contractual requirements, performance recovery failed, and the contractor did not meet the customer's performance expectations. Significant, unresolved contract performance problems were experienced and customer intervention was required. NA: Not Applicable: Question is not applicable to this contractor's past performance DK: Don't Know: Do not have information to provide contractor past performance	
Name of Contractor:	
1. Management: To what level of customer satisfaction did the contractor plan, integrate, manage, maintain configuration, and control contract activities to perform contract requirements?	5 4 3 2 1 NA DK
2. Scope: To what level of customer satisfaction did the contractor plan, define, verify, and control contract scope delivery; manage known or unknown risks, and perform required scope under the contract?	5 4 3 2 1 NA DK
3. Schedule: To what level of customer satisfaction did the contractor plan, prepare, analyze, and control contract schedule; link resources, interfaces, and risks; and perform within contract schedule objectives?	5 4 3 2 1 NA DK
4. Cost: To what level of customer satisfaction did the contractor plan, estimate, budget, and control contract cost; manage cost growth for known or unknown risks; and perform within contract cost objectives?	5 4 3 2 1 NA DK
5. Quality: To what level of customer satisfaction did the contractor establish processes to conform to requirements, determine areas of unsatisfactory performance, and deliver required quality?	5 4 3 2 1 NA DK

Respondent Organization:		
Name of Contractor:		
6. Safety: To what level of customer satisfaction did the contractor develop and document safety/nuclear safety requirements, establish processes to conform to these requirements, and conduct work in accordance with these requirements?	5 4 3 2 1 NA DK	
7. Human Resources: To what level of customer satisfaction did the contractor organize, manage, and sustain the human resources required for contract performance?	5 4 3 2 1 NA DK	
8. Key and Essential Personnel: To what level of customer satisfaction did the contractor select, retain, support, and replace (where necessary) key and essential personnel?	5 4 3 2 1 NA DK	
9. Communications: To what level of customer satisfaction did the contractor communicate in an effective, timely, and appropriate manner to all parties internal and external to the contract?	5 4 3 2 1 NA DK	
10. Risk Management: To what level of customer satisfaction did the contractor identify, quantify, monitor, and control risks; and manage and mitigate risks of work execution?	5 4 3 2 1 NA DK	
11. Subcontract Management: To what level of customer satisfaction did the contractor place, administer, and close subcontracts, ensure fair treatment of subcontractors, and achieve Small Business goals?	5 4 3 2 1 NA DK	
12. Business/Commercial Practices: To what level of customer satisfaction did the contractor demonstrate cooperative and reasonable behavior, and fair treatment of all parties' interests?	5 4 3 2 1 NA DK	
13. Performance Recovery: To what level of customer satisfaction did the contractor self-identify and recover from adverse contract performance (if adverse performance was experienced)?	5 4 3 2 1 NA DK	
14. Would you select this contractor again?	Yes	No
Remarks for Questions 1-14: Respondents are strongly encouraged to provide an explanatory narrative under these Remarks – please attach additional pages if required		

**Attachment L- 6
ESH&Q Past Performance Indicators**

Each member of Offeror's Team shall provide a complete response to the following Environment, Safety, Health and Quality (ESH&Q) Past Performance Indicators for the following five (5) periods: calendar year Year-to-Date (YTD), 2008, 2007, 2006, 2005 and 2004. If an indicator is not applicable, enter "N/A" and provide an explanation on why the requested information does not apply. If an indicator is zero, enter "0". Where events are referenced under more than one ESH&Q Past Performance Indicator, provide a sequential letter identifier each time the same event is reported below. The term "subcontractor" applies to any level of subcontract employee working under the cognizance of the Offeror Team member.

ESH&Q Past Performance Indicator	Events and Explanation						
	YTD	2008	2007	2006	2005	2004	Narrative Reference
Environmental Indicators							
Number and types of federal, state, and local environmental permits managed.							
E1. Number of Environmental Protection Agency or state equivalent agency enforcement actions, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.							
E2. Number of releases of a hazardous substance, material, waste, radionuclide, and/or other regulated constituent from an activity that you or your subcontractor were responsible for, in an amount equal to or greater than 2 times the reportable quantities specified in 40 CFR Part 302, that resulted in serious environmental damage.							
E3. Number of releases above any other federal, state, and local environmental permit requirements not reported under E2 and E3.							
E4. Number of times that you and your subcontractors have achieved ISO 14001 Qualification and Certification, (for each instance provide location, summary of contract scope performed, and date of achievement in narrative block).							

ESH&Q Past Performance Indicator	Events and Explanation						
	YTD	2008	2007	2006	2005	2004	Narrative Reference
Safety and Health Indicators							
S1. Number of Occupational Safety and Health Administration (OSHA) or state equivalent agency enforcement actions, date, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.							
S2. Number of nuclear safety Price Anderson Act Amendments (PAAA) warning letters and/or enforcement actions, amount of fine, penalty, and/or settlement conditions for each.							
S3. Number of other federal agency actions not reported in S1 and S2 that are related to safety and health, date, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.							
S4. Number of times a Conditional Payment of Fee (under DEAR 970.5215-3) was invoked, date, amount, mitigating factors (if any), and DOE office that took action.							
S5. Case rate for Days Away, Restricted, or Transferred (DART) cases per 200,000 hours worked and identify the total number of hours worked.							
S6. Case rate for Total Recordable Case (TRC) per 200,000 hours worked and identify the total number of hours worked.							
S7. Number of workplace fatalities (date of fatality and cause of fatality based on accident investigation results).							
S8. Number of workplace significant injuries resulting in 20 % or greater disability (date of injury and cause of injury based on accident investigation results).							

ESH&Q Past Performance Indicator	Events and Explanation						
	YTD	2008	2007	2006	2005	2004	Narrative Reference
S9. Number of workplace accidents where 3 or more of your staff, your subcontractor employees, and/or members of the public incur a serious injury (as defined in 29 CFR 1904.7) that required hospitalization for more than 48 hours.							
S10. Number of workplace accidents that resulted in the hospitalization of one or more your employees, your subcontractor employees, and/or members of the public for five continuous days or longer due to serious injury (as defined in 29 CFR 1904.7, occupational illness, chemical exposure, and/or biological exposure.							
S11. Number of single radiation exposures to an individual that resulted in a total effective dose equivalent of 10 rem or greater; a dose equivalent to the lens of the eye of 30 rem or greater; a shallow dose equivalent to an extremity or skin of 100 rem or greater; the sum of the deep dose equivalent for external exposure and the committed dose equivalent to any organ or tissue other than the lens of the eye of 100 rem or greater; a dose equivalent to the embryo or fetus of a declared pregnant worker of 1 rem or greater.							
S12. Number of any apparent losses, explosions, and/or thefts involving radioactive or hazardous material under your control or your subcontractor's control that constituted a hazard to human health and safety or private property.							
S13. Number of estimated losses, or damages to property under your and/or your subcontractor's control, of \$1 Million or greater, costs of cleaning, decontaminating, renovating, replacing, and/or rehabilitating structures, equipment, and/or property.							

ESH&Q Past Performance Indicator	Events and Explanation						
	YTD	2008	2007	2006	2005	2004	Narrative Reference
S14. Number of times/facility that you or your subcontractors operated a nuclear facility beyond its authorized limits (as defined in 10 CFR 830).							
S15. Number of times you or your subcontractors have achieved a meritorious recognition for safety program performance through the Voluntary Protection Program (OSHA or DOE); (for each instance provide location, summary of contract scope performed, and date of achievement in narrative block).							
Quality Indicators							
Q1. Number of quality awards received from customers; summary of citation, location, and date(s) of award.							
Q2. Number of national and international quality awards ¹ received or as a finalist; summary of citation, location, and date(s) of award/award ceremony.							
Q3. Percentage of quality assurance corrective actions tracked at corporate ² level completed on time. Include summary of corrective action(s), and date(s).							

¹ Examples are the Six Sigma IQ Excellence Awards, and the Malcolm Baldrige National Quality Award

² If a Contractor Team Arrangement, "corporate" may include business groups and major subsidiaries.

Attachment L- 7
Cost Spreadsheets

Due to the size of the document, Attachment L-7, Cost Spreadsheets, is a separate attachment.

Attachment L-8
Direct Labor Hours Worksheet

Due to the size of the document, Attachment L-8, Direct Labor Hours Worksheet, is a separate attachment.

Attachment L- 9
Waste Quantities and Cost Worksheet

Due to the size of the document, Attachment L-9, Waste Quantities and Cost Worksheet, is a separate attachment.